

I hereby certify that this correspondence is being deposited with the United States Postal Service, with sufficient postage, as first class mail in an envelope addressed to:

Commissioner for Patents
Washington, D.C. 20231
on July 19, 2001

Date of Deposit

John G. Rauch, Reg. No. 37,218

Name of applicant, assignee or
Registered Representative



Signature

7/19/2001
Date of Signature



Case No. 10506/3

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Rafie, et al.

Serial No.: 09/764,202

Filed: January 17, 2001

For: CARRIER PHASE
RECOVERY SYSTEM
FOR ADAPTIVE BURST
MODEMS AND LINK
HOPPING RADIO
NETWORKS

Attention: Manager,
Application Branch

**RESPONSE TO NOTICE TO FILE MISSING PARTS OF APPLICATION
FILING DATE GRANTED**

Commissioner for Patents
Washington, D.C. 20231

Attn.: Box Missing Parts

Dear Sir:

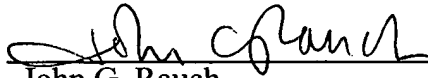
In accordance with the Notice to File Missing Parts of Application Filing Date Granted dated April 27, 2001, a copy of which is attached, enclosed herewith for filing are the following documents:

09/764,202

- ☐ Fully executed Declaration for Patent Application and Power of Attorney for the above-referenced patent application.
- ☒ Applicant is:
- ☒ a small entity, verified statement is:
- ☐ attached
- ☐ already filed
- ☐ other than small entity
- ☒ Checks totaling \$787 for:
- ☒ Filing Fee of \$355.
- ☒ Surcharge of \$65.
- ☒ Additional Claim Fees of \$367.
- ☒ Petition for Extension of Time (37 C.F.R. § 1.136(a)) to file missing parts (in duplicate).
- ☒ Other: 1 - Partially Executed Declaration for Patent Application (missing one signature); 2 - Petition Under 37 CFR 1.47(b) to Accept Application Where All Inventors Are Unavailable, enclosing Affidavit of Facts in Support of Filing on Behalf of Omitted Inventor Tushar Shah (37 CFR 1.47), enclosing copy of Tushar Shah Employment Agreement.
- ☒ The Commissioner is hereby authorized to charge any deficiencies in fees or credit overpayment to Deposit Account No. 23-1925. A duplicate copy of this paper is enclosed.

Respectfully submitted,

Dated: July 19, 2001


John G. Rauch
Registration No. 37,218
Attorney for Applicant(s)

BRINKS HOFER GILSON & LIONE
P.O. BOX 10395
CHICAGO, IL 60610
(312)321-4200



UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
UNITED STATES PATENT AND TRADEMARK OFFICE
WASHINGTON, D.C. 20231
www.uspto.gov

APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
09/764,202	01/17/2001 MAY 07 2001	Manouchehr S. Rafie	10506/3

BRINKS HOFER GILSON & LIONE
P.O. Box 10395
CHICAGO, IL 60610

CONFIRMATION NO. 7556

FORMALITIES LETTER



OC00000006015916

Date Mailed: 04/27/2001

NOTICE TO FILE MISSING PARTS OF NONPROVISIONAL APPLICATION

FILED UNDER 37 CFR 1.53(b)

Filing Date Granted

An application number and filing date have been accorded to this application. The item(s) indicated below, however, are missing. Applicant is given **TWO MONTHS** from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- The statutory basic filing fee is missing.
Applicant must submit \$ 710 to complete the basic filing fee and/or file a small entity statement claiming such status (37 CFR 1.27).
- Total additional claim fee(s) for this application is \$734.
 - \$414 for 23 total claims over 20.
 - \$320 for 4 independent claims over 3.
- The oath or declaration is missing.
A properly signed oath or declaration in compliance with 37 CFR 1.63, identifying the application by the above Application Number and Filing Date, is required.
- To avoid abandonment, a late filing fee or oath or declaration surcharge as set forth in 37 CFR 1.16(e) of \$130 for a non-small entity, must be submitted with the missing items identified in this letter.
- The balance due by applicant is \$ 1574.

The application is informal since it does not comply with the regulations for the reason(s) indicated I

The required item(s) identified below must be timely submitted to avoid abandonment:

- Substitute drawings in compliance with 37 CFR 1.84 because:
 - drawing sheets do not have the appropriate margin(s) (see 37 CFR 1.84(g)). Each sheet must include a top margin of at least 2.5 cm. (1 inch), a left side margin of at least 2.5 cm. (1 inch), a right side margin of at least 1.5 cm. (5/8 inch), and a bottom margin of at least 1.0 cm. (3/8 inch);

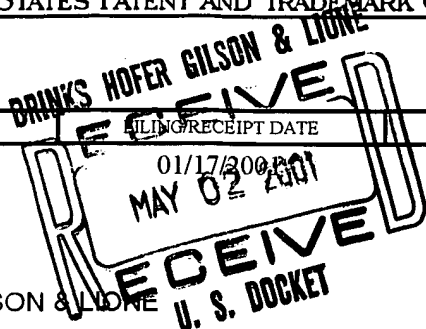


UNITED STATES PATENT AND TRADEMARK OFFICE

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09/764,202	01/17/2001 MAY 02 2001	Manouchehr S. Rafie	10506/3

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07/25/2001 CCHRU1 00000123 09764202
01 FC:201 355.00 OP
02 FC:203 207.00 OP
03 FC:202 160.00 OP
04 FC:205 65.00 OP

A copy of this notice MUST be returned with the reply.

S. Lam Grews

Customer Service Center

Initial Patent Examination Division (703) 308-1202

PART 2 - COPY TO BE RETURNED WITH RESPONSE

**CALY Corporation**295 Santa Anna Court
Sunnyvale, CA 94086

Tel (408) 730 8800

Fax (408) 730 2448

Date: 11/1/99Mr./Ms. TUSHAR SHAH**Re: Proprietary Information**Dear TUSHAR SHAH:

On this, your first day with Caly Corporation ("Caly" or the Company), I wish to extend a warm greeting to you on behalf of the Company and myself. We are happy that you have decided to join us, and we are confident that you will make many important contributions to Caly's continuing growth and success.

Because we have succeeded in attracting and developing a gifted, energetic team, we place great emphasis upon individual initiative and creativity. To achieve our business goals, we encourage each employee to utilize his or her individual skills and resources to the utmost. Accordingly, Caly has no interest whatsoever in any knowledge or information you may possess that is proprietary to a former employer. Moreover, it is our policy to insist that you do not bring to Caly or use in your work for Caly any papers, notes or other information that is proprietary to a former employer. If you have such papers or other information in your possession, we strongly suggest you return it to your former employer. If you have any questions or doubts concerning matters that may be proprietary to a former employer, we urge you to contact your former employer to discuss the matter. If, after discussing the matter with your former employer, you wish to seek further advice, our counsel is available to consult with you.

With respect to your employment at Caly, any and all information generated by or for the Company is proprietary to Caly. Accordingly, we have asked you to review and execute a confidentiality agreement to reflect your agreement to protect and preserve Caly's proprietary information. Please return the executed agreement to the personnel department today.

Once again, we are delighted that you have joined Caly Corporation. Welcome aboard.

Very truly yours,

Josef Berger
Josef Berger
President & CEO

CALY CORPORATION

Employment, Confidential Information and Invention Assignment Agreement

As a condition of my employment arrangement with Caly Corporation, its subsidiaries, affiliates, successors or assigns (together the Company), and in consideration of my employment arrangement with the Company and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following:

1. Employment.

(a) I understand and acknowledge that my employment with the Company is for an unspecified duration and constitutes "at-will" employment. I acknowledge that this employment relationship may be terminated at any time, with or without good cause or for any or no cause, at the option either of the Company or myself, with or without notice.

(b) I agree that, during the term of my employment with the Company, I will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to the Company.

(c) I agree to adhere to the Company's Conflict of Interest Guidelines attached as Exhibit A hereto.

2. Confidential Information.

(a) Company Information. I agree at all times during the term of my employment arrangement and thereafter to hold in strictest confidence, and not to use except for the benefit of the Company or to disclose to any person, firm or corporation without written authorization of the Board of Directors of the Company, any Confidential Information of the Company. I understand that Confidential Information means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the term of my employment), markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. I further understand that Confidential Information does not include any of the foregoing items which (i) has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved, and (ii) are already in my possession, without confidentiality restrictions, at the time of disclosure by the Company, as shown by my files and records immediately prior to the time of disclosure.

(b) Other Employer Information. I agree that I will not, during my employment arrangement with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

(c) Third Party Information. I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes (the "Third Party Confidential Information"). I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party. I further understand that Third Party Confidential Information does not include any of the foregoing items which (i) has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items

involved, and (ii) are already in my possession, without confidentiality restrictions, at the time of disclosure by any third party or the Company, as shown by my files and records immediately prior to the time of disclosure.

3. Inventions.

(a) Assignment of Inventions. I agree that I will (i) promptly, upon request of the Company, make full written disclosure to the Company, and (ii) hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am engaged as an employee to the Company (collectively referred to as Inventions and which (i) are developed using the equipment, supplies, facilities or Confidential Information of the Company, (ii) result from or are suggested by work performed by me for the Company, or (iii) relate at the time of conception or reduction to practice to the business as conducted by the Company, or to the actual or demonstrably anticipated research or development of the Company, will be the sole and exclusive property of the Company, and I will and hereby do assign all my right, title and interest in such Inventions to the Company, except as provided in Section 2(f). I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment arrangement with the Company and which are protectible by copyright are works made for hire, as that term is defined in the United States Copyright Act.

(b) Patent and Copyright Registrations. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

(c) Maintenance of Records. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my employment arrangement with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(d) Inventions Assigned to the United States. I agree to assign to the United States government all my right, title, and interest in and to any and all Inventions whenever such full title is required to be in the United States by a contract between the Company and the United States or any of its agencies.

(e) Inventions Retained and Licensed. I provide below a list of all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as Prior Inventions), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment arrangement with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

(a) Governing Law; Consent to Personal Jurisdiction. This Agreement will be governed by the laws of the State of California as they apply to contracts entered into and wholly to be performed within such State. I hereby expressly consent to the nonexclusive personal jurisdiction and venue of the state and federal courts located in the federal Northern District of California for any lawsuit filed there against me by the Company arising from or relating to this Agreement.

(b) Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

(c) Severability. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

(d) Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

(e) Term. This Agreement shall survive until three years after the last day of my employment with the Company.


[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Confidential Information and Invention Assignment Agreement, as of the date set forth below.

Date: 11/1, 1999

EMPLOYEE

Name (Print): TUSHAR SHAH

Signature: 

CALY CORPORATION

Name (Print): JOSEF BERGER

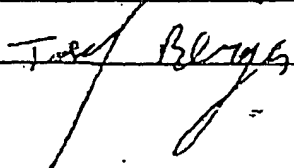
Signature:  11/10/99

EXHIBIT A**Caly Corporation
Conflict of Interest Guidelines**

It is the policy of Caly Corporation and its subsidiaries and affiliates (together, the Company) to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees and independent contractors must avoid activities, which are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations, which must be avoided. Any exceptions must be reported to the President and written approval for continuation must be obtained.

- (1) Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. (The Employment, Confidential Information, Invention Assignment and Arbitration Agreement elaborates on this principle and is a binding agreement.)
- (2) Accepting or offering substantial gifts, excessive entertainment, favors or payments, which may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.
- (3) Participating in civic or professional organizations that might involve divulging confidential information of the Company.
- (4) Initiating or approving any form of personal or social harassment of employees.
- (5) Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.
- (6) Borrowing from or lending to employees, customers or suppliers.
- (7) Acquiring real estate of interest to the Company.
- (8) Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
- (9) Unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.
- (10) Making any unlawful agreement with distributors with respect to prices.
- (11) Improperly using or authorizing the use of any inventions, which are the subject of, patent claims of any other person or entity.
- (12) Engaging in any conduct which is not in the best interest of the Company.

Each officer, employee and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy may result in discharge without warning.

EXHIBIT BCALY CORPORATION
Termination Certificate

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to Caly Corporation, its subsidiaries, affiliates, successors or assigns (together, the Company).

I further certify that I have complied with all the terms of the Company's Confidential Information and Invention Assignment Agreement signed by me (the Agreement), including the reporting of any inventions and original works of authorship (as defined therein), conceived or made by me (solely or jointly with others) covered by the Agreement.

I further agree that, in compliance with the Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

I further agree that for twelve (12) months from this date, I shall not solicit the employment of any person who shall then be employed by the Company (as an employee or consultant) or who shall have been employed by the Company (as an employee or consultant) within the prior twelve (12) month period, on behalf of myself or any other person, firm, corporation, association or other entity, directly or indirectly, all as provided more fully with the Employee Agreement.

Date: 3/31, ~~1999~~ 2000

Name (Print): Tushar Shah

Signature: ~~3/31~~ 